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**BIHAR PRELIMS
2020 OFFICIAL PAPER**

1. Contract without consideration will be
 (a) voidable (b) void
 (c) illegal (d) None of the above
Ans. b
2. The age of majority for contract is
 (a) 18 years
 (b) 21 years
 (c) 16 years
 (d) 18 years for girls and 21 years for boys
Ans. a
3. A gives an offer to give 1,000 to whoever finds his lost dog. This is
 (a) a specific offer
 (b) a general offer
 (c) not certain
 (d) an amount to acceptance 7
Ans. b
4. When the damages cannot be assessed, the party may be awarded by the court
 (a) actual damages
 (b) liquidated damages
 (c) exemplary damages
 (d) nominal damages
Ans. d
5. Non est factum' means
 (a) document executed in ignorance
 (b) document executed under coercion
 (c) document executed under undue influence
 (d) document executed outside India
Ans. a
6. A contract is not frustrated by
 (a) commercial impossibility
 (b) imposition of government restrictions
 (c) destruction of matter of contract subject
 (d) All of the above
Ans. a
7. An agreement, which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other there to
 (a) is a void contract
 (b) is an illegal contract
 (c) is a voidable contract
 (d) is an unenforceable agreement
Ans. c
8. Which one of the following is a case on promissory estoppel?
 (a) Kedarnath vs. Gorie Mohammad
 (b) Delhi Cloth and General Mills Ltd. vs. Union of India
 (c) Both (a) and (b)
 (d) None of the above
Ans. c
9. Which one of the following statements is correct?
 The communication of an acceptance is complete as against the acceptor
 (a) when it comes to the knowledge of the acceptor
 (b) when it comes to the knowledge of the proposer
 (c) when it comes to the knowledge of acceptor and proposer both
 (d) when it comes to the knowledge of the third party.
Ans. b
10. Which one of the following is not correctly matched
 (a) Coercion-Chikkam Ammi Raju vs. Chikkam Seshamma
 (b) Liquidated Damages Dunlop Pneumatic Tyre Co. Ltd. vs. New Garage & Motor Co. Ltd
 (c) Impossibility of Performance- Alopi Parshad & Sons Ltd. vs. Union of India
 (d) Public Policy-Hadley vs. Baxendale
Ans. d
11. The Indian Contract (Amendment) Act, 1997 has amended
 (a) Section 26 of the Indian Contract Act
 (b) Section 27 of the Indian Contract Act
 (c) Section 28 of the Indian Contract Act
 (d) Section 75 of the Indian Contract Act
Ans. c
12. The change of the nature of the obligation in a contract is known as
 (a) rescission (b) novation
 (c) renovation (b) alteration
Ans. b
13. Under Section 68 of the Indian Contract Act
 (a) the minor is personally liable
 (b) only minor's property is liable
 (c) minor personally and his property both are liable
 (d) None of the above
Ans. b
14. Continuing Guarantee' has been defined under
 (a) Section 124 of the Indian Contract Act
 (b) Section 129 of the Indian Contract Act
 (c) Section 146 of the Indian Contract Act
 (d) Section 148 of the Indian Contract Act
Ans. b

15. An agreement of wager is
 (a) voidable (b) unlawful
 (c) void (d) void and unlawful
Ans. c
16. The propounder of 'Pigeonhole Theory of Tort' is
 (a) Winfield (b) Salmond
 (c) Austin (d) Clark
Ans. b
17. "Res ipsa loquitur" is related to
 (a) rule of evidence
 (b) weapon of offence
 (c) defence of some factor which was beyond control of the person who caused injury/
 (d) a dangerous weapon
Ans. a
18. The rule of 'Strict Liability' was propounded by
 (a) Justice Blackburn (b) Lord Devlin
 (c) Lord Atkin (d) Justice Hold
Ans. a
19. 'Qui facit per alium facit per se' means
 (a) liability under the law of negligence
 (b) liability for unauthorized act
 (c) vicarious liability
 (d) strict liability
Ans. c
20. Who divided wrongs as private wrongs and public wrongs?
 (a) Fraser (b) Sir F. Pollock
 (c) Justice Blackburn (d) Blackstone
Ans. d
21. Which one of the following is not a valid defence in tort?
 (a) Volenti non fit injuria
 (b) Vis major
 (c) Scienti non fit injuria
 (d) Consent
Ans. c
22. The maxim 'damnum sine injuria' means
 (a) damage without infringement of legal right
 (b) damage with infringement of legal right
 (c) infringement of legal right without damage
 (d) All of the above
Ans. a
23. The duty under the law of tort is
 (a) towards general individuals only
 (b) towards the world at large
 (c) towards a specific individual only
 (d) None of the above
Ans. b
24. The principle of ubi jus ibi remedium' was recognized in
 (a) Ashby vs. White
 (b) Rylands vs. Fletcher
 (c) Pasley vs. Freeman
 (d) Lumley vs. Gye
Ans. a
25. The liability tortfeasors is of independent
 (a) joint only
 (b) several only
 (c) both joint and several
 (d) neither joint nor several
Ans. b
26. The rule of 'Absolute Liability' implies
 (a) strict liability only
 (b) State liability only
 (c) stricter than strict liability
 (d) None of the above
Ans. c
27. To succeed in an action for the tort of negligence, what is required to be proved?
 (a) Damages sustained
 (b) Breach of duty owed to someone
 (c) Breach of duty owed to the plaintiff
 (d) None of the above
Ans. c
28. No action lies for defamation if defamatory matter is written
 (a) in a telegram
 (b) on a notice board
 (c) in a postcard
 (d) in a letter but not posted and kept in own custody
Ans. d
29. Which of the following is a defence to the tort of nuisance?
 (a) Prescription (b) Statutory authority
 (c) Both (a) and (b) (d) None of the above
Ans. c
30. The rule 'de minimis non curat lex' means that
 (a) trivial discrepancies must not be overlooked
 (b) trivial discrepancies must be overlooked
 (c) significant discrepancies must be overlooked
 (d) significant discrepancies must not be overlooked
Ans. b
31. What does the term 'future goods' mean under Section 2(6) of the Sale of Goods Act, 1930?
 (a) Uncertained goods
 (b) Ascertained goods
 (c) Specific goods under delivery
 (d) Goods which are not in existence
Ans. d

32. Answer as to which point of the following is not correct in making distinction between sale and agreement to sell.
- A sale affects a transfer of the general property in the goods to the buyer but the agreement to sell gives to either party a remedy for any default in fulfilling this part of agreement
 - A sale creates a jus in personam, whereas an agreement to sell creates a jus in rem
 - In sale, if the buyer fails to pay for the goods, the seller may sue for the price but in agreement to sell, the seller can sue only for damages if the buyer fails to accept and pay for the goods.
 - In sale, if goods are destroyed, the loss (unless otherwise agreed) falls on the buyer. However, in agreement to sell, if goods are destroyed, the loss (unless otherwise agreed) falls upon seller.
- Ans. b**
33. The term 'caveat emptor' means that
- the goods should be free from defect
 - the ownership of the goods passes after sale
 - let the buyer be aware
 - the seller should disclose everything to the buyer
- Ans. c**
34. In the following statements, which one is incorrect when the sale is made by an auctioneer of goods and the issue is to pass a good title to the buyer?
- He is in possession of goods with the consent of the owner.
 - The sale is made by him when acting in the ordinary course as an owner of the goods.
 - The buyer acts in good faith.
 - The buyer has no notice at the time of the contract that seller has no authority to sell.
- Ans. b**
35. A seller delivers to the buyer a larger quantity of goods than what was ordered. Which of the following is incorrect?
- The buyer has right to reject the whole goods.
 - The buyer has right to accept the whole goods.
 - The buyer has right to accept only the goods ordered and reject the rest.
 - The buyer can retain the whole goods but make payment only for the goods ordered.
- Ans. d**
36. Which one of the following statements is not correct for promissory note?
- A promissory note is an instrument in writing
 - It contains a conditional undertaking signed by the maker.
 - It is for the payment of certain sum of money only.
 - The payment is to a certain person or to bearer of instrument.
- Ans. b**
37. Though a cheque resembles a bill of exchange in many respects but it is also a different instrument in other respects. Point out which one of the following statements regarding difference between cheque and bill of exchange is incorrect.
- A cheque does not require acceptance but a bill of exchange requires it.
 - A cheque is not intended for circulation but a bill of exchange is intended.
 - A cheque is not entitled to some days of grace but it is in case of bill of exchange
 - A cheque is dishonored by non- acceptance but this is not so in case of bill of exchange
- Ans. d**
38. Which one of the following conditions is not compatible with essential elements of holder in due course?
- The holder must have taken the instrument for value.
 - He must have obtained the instrument on the date of its maturity positively.
 - The instrument must be complete and regular on its face.
 - He must have taken the instrument in good faith and without notice of any defect in the instrument.
- Ans. b**
39. Point out which one of the following statements is not correct regarding 'assignment' and 'negotiation of instrument.
- In assignment, there is transfer of the right to receive the payment of debt but it is not in case of negotiation
 - The assignee is not liable for any defect in the title of his assignor but a holder in due course of a negotiable instrument is liable for the defects in the title of the previous transferors.
 - An assignment does not bind the debtor unless a notice of the assignment has been given to him but no information of the transfer of a negotiable instrument is to be given to the debtor.
 - In assignment, there is no presumption in favour of assignee that he has given consideration. However, in case of holder in due course of negotiable instrument, he is presumed to have given consideration for the instrument.
- Ans. b**

40. Point out in which of the following circumstances, a banker is not justified in refusing the payment of a cheque.
- The date of the cheque falls after the date of presentment.
 - The balance in the customer's account is not sufficient to meet the cheque's amount.
 - The customer has countermanded the payment.
 - The customer has become insolvent yet the bank has not received notice of it.

Ans. d

41. The doctrine of indoor management has occupied vital place in a company's functioning but a number of decisions have made it subject to several exceptions. Point out which of the following is not an exception to the doctrine.
- The party affected by the irregularity had actual notice of it/
 - The circumstances surrounding the contract are such suspicious which require inquiry
 - Where authority has claimed of delegated power beyond the Articles of Association
 - Where there is forgery in the dealing

Ans. c

42. Which of the following is a correct statement giving true relationship between Articles of Association and Memorandum of Association of a company?
- Articles of Association, being the byelaws for the general administration of the company, are superior to Memorandum of Association and in case of any inconsistency, they prevail.
 - The Articles of Association are subordinate to the Memorandum of Association and in case of any inconsistency, the Articles must give way to the Memorandum
 - There can be no comparison between Articles of Association and Memorandum of Association. Both are on equal footing.
 - All of the above statements are irrelevant as they are detrimental to the growth of the company and no such inconsistency happens between them.

Ans. b

43. When a company gets involved in an ultra vires transaction, there are several remedies available against it. Point out which one of the following is (not) a correct statement.
- Any director can get an injunction to restrain the company from proceeding with it.
 - The directors will be personally liable to redress the company

- The director in default will be personally liable to the third party for his loss.
- An ultra vires contract cannot become intra vires contract by reason of estoppel or ratification.

Ans. a

44. The Companies Act, 2013 has provided Limits on minimum or maximum number of directors. Which one of the following statements is not correct?
- A one-person company can have single director. A private company must have a minimum of two directors.
 - The public company must have a minimum of three directors.
 - The cap on maximum number of directors is placed at fifteen in private as well as in public companies.
 - The number of directors can be increased beyond this limit by a special resolution of the company with prior approval of the government.

Ans. d

45. In case of oppression and mismanagement in a company, an application may be made to the National Company Law Tribunal under the Companies Act, 2013. Point out which one of the statements below is (not) correct in case of a company having share capital.
- 100 members or 1/10 of total number of its members whichever is less may make application.
 - Any single member holding not less than 15 of the issued share capital of the company may make application
 - Any single member holding not less than 1/10 of the issued share capital of the company may make application.
 - Any group of members holding at least 1/10 of the issued share capital of the company may make application.

Ans. b

46. Find out the correct answer from the following statements for partnership.
- In overall analysis, it appears that every agency is based on mutual partnership.
 - On comparing the functions, every partner happens to be sleeping partner.
 - There must be an agreement entered into by all the persons forming partnership
 - The agreement must necessarily provide for sharing of profit as well as loss of the business.

Ans. d

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I want to express my sincere gratitude to Judiciary Gold for their unwavering support and guidance. They have been instrumental in my journey, and I believe that their expertise will continue to guide countless others towards success in the field of law. ”

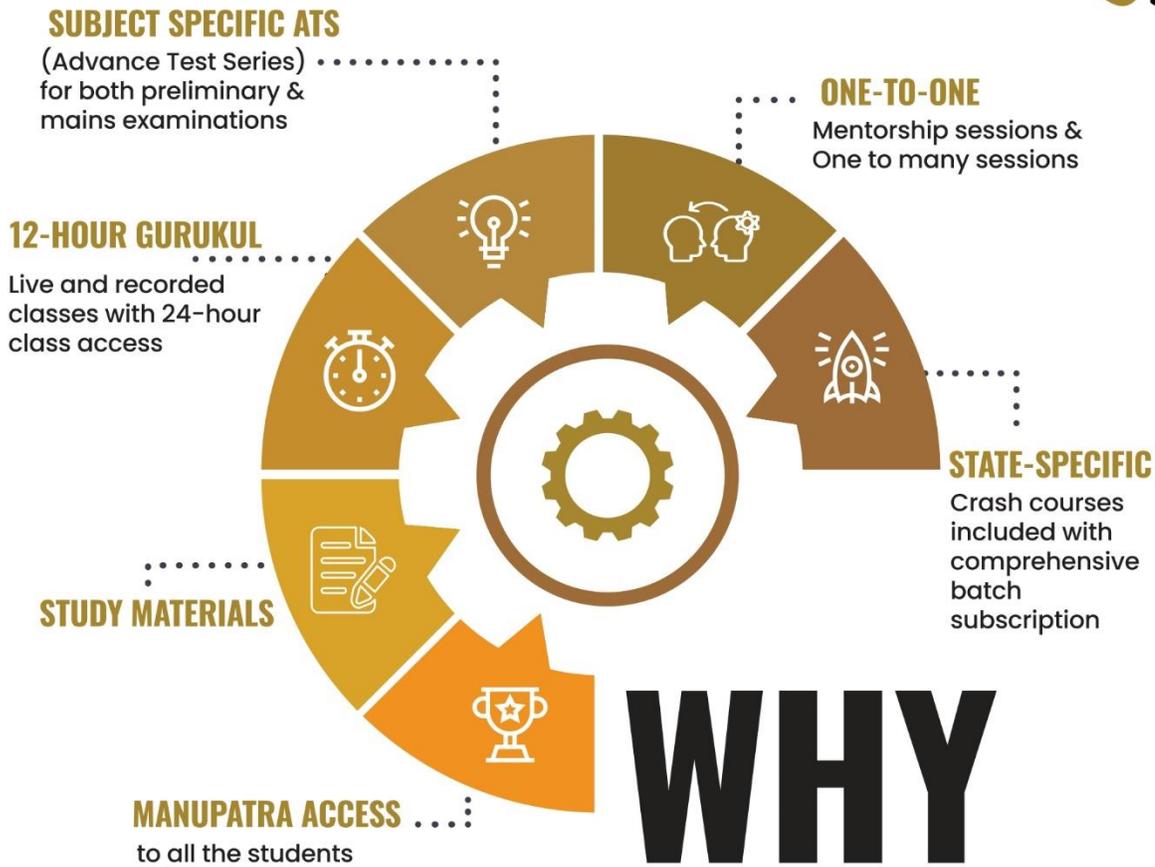


47. Which one of the following statements is not correct for a dormant partner?
- A dormant partner is not interested in the business of the firm.
 - A dormant partner is not liable for the firm's liability to outsiders.
 - A dormant partner is entitled to share the profits of the firm.
 - A dormant partner is neither active nor known to outsider.
- Ans. b**
48. Out of the following statements, point out which one is not correct regarding implied authority of the partner to act as agent of the firm.
- He has right to sell the goods or chattels of the firm.
 - He has right to receive payment of debts due to the firm.
 - He has right to make an equitable mortgage by depositing the title deeds belonging to the firm
 - He has right to acquire immovable property on behalf of the firm.
- Ans. d**
49. Which one of the following statements is correct for a minor who has been admitted to the benefits of the partnership?
- A creditor of the firm sues against the minor's share in the firm for his credit.
 - Such minor sues partners for access accounts of the firm.
 - Such minor sues the partners for share of the profits of the firm.
 - On finding some foulness in the business, he files a case of dissolution of the firm
- Ans. a**
50. A partner wants to dissolve the partnership firm before the agreed time. Select which one of the following is not a perfect ground for dissolution of the firm for such partner.
- That one of the partners has become permanently incapable of performing his duties as a partner
 - That other partner has transferred the whole of his interest in the firm to a third party
 - That the business of the firm cannot be carried on except loss
 - That the partner suing is in adulterous relationship with the wife of another partner which is apprehensive to affect the business of the firm
- Ans. d**
51. The mode of proof of a custom is contained in
- Section 32(4) of the Indian Evidence Act
 - Section 32(7) of the Indian Evidence Act
 - Section 48 of the Indian Evidence Act
 - All of the above
- Ans. d**
52. The case of Pakala Narayana Swami vs. Emperor pertains to
- estoppels
 - dying declaration
 - hostile witness
 - accomplice evidence
- Ans. b**
53. The doctrine of estoppel is a
- substantive law
 - rule of equity
 - rule of evidence
 - law of pleadings
- Ans. b**
54. Presumption as to abetment of suicide by a married woman has been provided in
- Section 111 A of the Indian Evidence Act
 - Section 113 A of the Indian Evidence Act
 - Section 113B of the Indian Evidence Act
 - Section 113 of the Indian Evidence Act
- Ans. b**
55. Zahira Sheikh was the prime witness in
- Best Bakery case (2004)
 - Best Bakery Retrial case (2006)
 - Sukh Ram Disproportionate Assets case (2005)
 - Gujjar Killings case (2003)
- Ans. b**
56. Sweeping change introduced by the Civil Procedure Code (Amendment) Act, 2002 is with the object to
- give more power to Civil Courts
 - reduce the power of Civil Courts
 - cut short delay in disposal of suit
 - make provisions stringent
- Ans. c**
57. The 'Rule of Damdupat' is
- a rule relating to costs
 - a rule relating to interest
 - a rule of res judicata
 - a rule of evidence
- Ans. b**
58. A commission to make local investigation can be issued under
- Order XXVI, Rule 1, CPC
 - Order XXVI, Rule 6, CPC
 - Order XXVI, Rule 9, CPC
 - Order XXVI, Rule 10, CPC
- Ans. c**

59. The grounds for review have been provided under
 (a) Order XLVII, Rule 1, CPC
 (b) Order XLII, Rule 1, CPC
 (c) Order XLIII, Rule 1, CPC
 (d) Order XLIV, Rule 1, CPC
Ans. a
60. A caveat shall not remain in force after the expiry of
 (a) 30 days (b) 60 days
 (c) 90 days (d) 180 days
Ans. c
61. The classification of compound able and non-compoundable offences has been provided under
 (a) 1st Schedule of CrPC
 (b) 2nd Schedule of CrPC
 (c) Section 320 of CrPC
 (d) Section 321 of CrPC
Ans. c
62. A confession under Section 164 of CrPC can be recorded by the
 (a) Metropolitan/Judicial Magistrate
 (b) Executive Magistrate
 (c) Police Officer on whom the power of a Magistrate has been conferred
 (d) Either (a) or (b)
Ans. a
63. Under Section 167 of CrPC for offences other than those punishable with death, imprisonment for life or imprisonment for a period not less than 10 years, the detention during investigation can be authorised for a total period of
 (a) 30 days (b) 45 days
 (c) 60 days (d) 75 days
Ans.
64. Where the husband has obtained a decree of divorce against the wife on the ground of desertion, under Section 125
 (a) it is no bar for the wife to claim maintenance against the husband
 (b) it is a bar for the wife to claim maintenance against the husband
 (c) it may be a bar for the wife to claim maintenance against the husband
 (d) Either (a) or (c)
Ans.
65. The Section dealing with the medical examination of the victim of rape as inserted by the Code of Criminal Procedure (Amendment) Act, 2005 (25 of 2005) is
 (a) Section 164A (b) Section 166A
 (c) Section 166B (d) Section 53 A
Ans. a
66. The arbitrator in case of international commercial arbitration is appointed by the
 (a) parties themselves
 (b) Attorney General of India
 (c) Chief Justice of India
 (d) Both (a) and (c)
Ans. d
67. An application for setting aside an arbitral award must be made by the party after receiving the award within
 (a) three months (b) thirty days
 (c) ninety days (d) forty days
Ans. a
68. The provision for the appointment of the conciliator is laid down under
 (a) Section 64 (b) Section 67
 (c) Section 62 (d) Section 61
Ans. a
69. The Provincial Small Cause Courts Act, 1887 came into force on
 (a) 1st July, 1887
 (b) 27th January, 1887
 (c) 5th September, 1887
 (d) 8th January, 1887
Ans. a
70. Who is authorised to abolish courts of small causes?
 (a) The High Court
 (b) The State Government
 (c) The District Court
 (d) The District Court after consultation with the High Court and the State Government
Ans. b
71. Who proposed the Preamble before the Drafting Committee of the Constitution?
 (a) Jawaharlal Nehru (b) B. R. Ambedkar
 (c) B. N. Rao (d) Mahatma Gandhi
Ans. a
72. When was the first meeting of the Constituent Assembly held?
 (a) 8th December (b) 9th December
 (c) 10th December (d) 12th December
Ans. b
73. The task of making the Constitution was over on
 (a) 26th November, 1949
 (b) 26th January, 1950
 (c) 15th August, 1947
 (d) 25th November, 1949
Ans. a

74. The concept of fundamental rights was borrowed from the
 (a) British Constitution
 (b) US Constitution
 (c) Australian Constitution
 (d) Canadian Constitution
Ans. b
75. What is the aim of DPSP in the Constitution?
 (a) To establish a Welfare State
 (b) To promote communalism
 (c) To establish Economic State
 (d) To maintain law and order
Ans. a
76. Which committee is related to Panchayati Raj Institution?
 (a) Mudholkar Committee
 (b) Balwant Rai Mehta Committee
 (c) Malimath Committee
 (d) Khullar Committee
Ans. b
77. Which constitutional amendment is known as 'Mini Constitution'?
 (a) 31st Amendment (b) 42nd Amendment
 (c) 44th Amendment (d) 91st Amendment
Ans. b
78. Who has served/serving as India's 12th President?
 (a) Ram Nath Kovind (b) A. P. J. Abdul Kalam
 (c) Pratibha Patil (d) Pranab Mukherjee
Ans. c
79. Who appoints the Advocate General of the State?
 (a) The President (b) The Prime Minister
 (c) The Governor (d) The Chief Minister
Ans. c
80. The post of Deputy Prime Minister is
 (a) constitutional (b) non-constitutional
 (c) judicial (d) None of the above
Ans. b
81. Which Part of the Constitution of India deals with the finance, property, contract and suits?
 (a) Part-XII (b) Part-XIII
 (c) Part-XVII (d) Part-XIX
Ans. a
82. Which Article of the Indian Constitution talks about the Audit of Accounts of Cooperative Societies?
 (a) Article 243ZA (b) Article 243ZE
 (c) Article 243ZK (d) Article 243ZM
Ans. d
83. Article 279 of the Indian Constitution defines
 (a) taxes on profession
 (b) calculation of net proceeds
 (c) Finance Commission
 (d) grants from the Union to certain States
Ans. b
84. In which of the following cases, Justice Hidayatullah held that the Preamble is very soul of the Constitution eternal and unalterable?
 (a) S. R. Bommai case
 (b) Golaknath case
 (c) Kesavananda Bharati case
 (d) Minerva Mills case
Ans. b
85. Who among the following has said that "the Preamble is an epitome of basic feature of the Constitution"?
 (a) Justice Gajendragadkar
 (b) Justice Subbarao
 (c) Justice Mudholkar
 (d) Justice Sikri
Ans. c
86. The concept of 'equal protection of laws' enshrined under Article 14 of the Indian Constitution finds its root from the
 (a) British Constitution
 (b) American Constitution
 (c) German Constitution
 (d) Australian Constitution
Ans. b
87. In which of the following cases, the Supreme Court held that the equality clause cannot be applied to legitimize an illegal action?
 (a) UP State Sugar Corpn. Ltd. vs. Sant Raj Singh
 (b) Vishal Properties Put. Ltd. vs. State of UP
 (c) Ekta Shakti Foundation vs. Govt. of NCT of Delhi
 (d) Bhagwan Dass vs. Punjab State Electricity Board
Ans. c
88. Promotion of International Peace and Security comes under the purview of which Article of the Indian Constitution?
 (a) Article 46 (b) Article 49
 (c) Article 51 (d) Article 53
Ans. c
89. As per Article 77 of the Indian Constitution, all executive actions of the Government of India shall be expressed to be taken in the name of the
 (a) Government of India
 (b) Union of India
 (c) President
 (d) Prime Minister
Ans. c

90. The Supreme Court of India declared which constitutional amendment as unconstitutional?
 (a) 97th Amendment (b) 98th Amendment
 (c) 99th Amendment (d) 91st Amendment
Ans. c
91. What is the minimum number of judges who are to sit for the purpose of deciding any case involving substantial question of law as to the interpretation of the Constitution?
 (a) 3 judges bench (b) 5 judges bench
 (c) 7 judges bench (d) 9 judges bench
Ans. b
92. The Comptroller and Auditor General of India shall submit his report relating to the accounts of the Union to the
 (a) Public Accounts Committee
 (b) Parliament
 (c) President
 (d) Finance Minister
Ans. c
93. Which one among the following has exclusive power to expand All India Services?
 (a) The Parliament
 (b) The Lok Sabha only
 (c) The Rajya Sabha only
 (d) The President
Ans. c
94. According to the Indian Constitution, which one of the following is the language of the Union?
 (a) Hindi in Bundeli script
 (b) Hindi in Devanagari script
 (c) Hindi and English both
 (d) Only Hindi not English
Ans. b
95. Which Article of the Indian Constitution saves the judgement of the Privy Council?
 (a) Article 295 (b) Article 301
 (c) Article 393 (d) Article 395
Ans. d
96. Who was the Chairman of the first Commission on review of the Indian Constitution?
 (a) Justice Venkatachaliah
 (b) Justice Hidayatullah
 (c) Justice A. M. Ahmadi
 (d) Justice K. G. Balakrishnan
Ans. a
97. Which one of the following writs is also known as judicial remedy?
 (a) Habeas corpus (b) Mandamus
 (c) Quo warranto (d) Certiorari
Ans. b
98. Every proclamation issued under Article 352 shall be
 (a) laid before each House of the Parliament
 (b) laid before the Lok Sabha
 (c) decided by the Prime Minister and conveyed to the President
 (d) None of the above
Ans. a
99. The Finance Commission consists of
 (a) five members
 (b) four whole-time members
 (c) a Chairman and four members
 (d) a Chairman and three other members
Ans. c
100. The composition of the UPSC
 (a) has been laid down in the Constitution
 (b) is determined by the Parliament
 (c) is determined by the President
 (d) is determined by the Home Minister
Ans. c
101. Article 340 of the Indian Constitution deals with the
 (a) Backward Classes Commission
 (b) Election Commission
 (c) UPSC
 (d) Finance Commission
Ans. a
102. According to which Article of the Constitution of India, the term 'District Judge' shall not include the Tribunal Judge?
 (a) Article 235 (b) Article 235(a)
 (c) Article 236(a) (d) Article 236(b)
Ans. c
103. Mainly on whose advice, the President's Rule is imposed in a State?
 (a) The Chief Minister (b) The Governor
 (c) The Union Cabinet (d) On his own motion
Ans. b
104. In which Article, the doctrine of 'Due Process of Law' is included?
 (a) Article 13 (b) Article 14
 (c) Article 21 (d) Article 256
Ans. c
105. The doctrine of 'Separation of Powers' was systematically formulated by
 (a) Plato (b) Montesquieu
 (c) Dicey (d) Aristotle
Ans. b



WHY JUDICIARY GOLD?

STUDY MATERIALS



CLASS NOTES

Includes important notes of each subject relevant for the preparation. These includes important topics, relevant case laws



WEEKLY TESTS

Tests based on prelims and mains examination are provided to the students on a weekly basis

MARATHON TESTS



COMPREHENSIVE CHECKLIST

* Know the important focus areas for RJS/UPPCS-J/DJS.
* Get in hand the well curated lists of important sections from Previous years.



TRANSLATION & JUDGMENT WRITING



JUDGMENT SHEETS



IMPORTANT TOPICS HANDOUTS

106. The 'Rule of Law' means
 (a) supremacy of the judiciary
 (b) supremacy of the law
 (c) equality before the law
 (d) supremacy of the Parliament
Ans. d
107. Select the correct answer using the codes given below.
 (a) 1 and 3 (b) 3 and 4
 (c) 2 and 4 (d) 2 and 3
Ans. a
108. Match List-I with List-II and select the correct answer using the codes given below:
- | List - I | List - II |
|-------------------------|----------------------------|
| A Abuse of Discretion | i Rule of Law |
| B Equality before Law | ii Lack Power |
| C Delegated Legislation | iii Check and Balance |
| D Separation of Powers | iv Subordinate Legislation |
- Codes:
 (a) a-2, b-1, c-4 d-3 (b) a-1, b-2, c-4, d-3
 (c) a-4, b-3, c-2, d-1 (d) a-3, b-4, c-1, d-2
Ans. b
109. Which one of the following statements is true?
 (a) Delegated legislation cannot have retrospective effect.
 (b) Delegated legislation can have retrospective effect if authorised by Act or Statute.
 (c) Delegated legislation can have retrospective effect if not authorised by Act or Statute but have reasonable and rational justification.
 (d) None of the above
Ans. a
110. The application of doctrine of vicarious liability in crimes seems to have been actuated by a necessity rather than desirability. The justification is based on which of the following?
 (a) Public policy
 (b) Failure to supervise
 (c) Treated as unauthorized
 (d) Strict liability
Ans. c
111. "Administrative Law is the law concerning the powers and procedures of administrative agencies, including especially the law governing judicial review of administrative action." This definition of Administrative Law is given by
 (a) Ivor Jennings (b) Garner
 (c) V K. C. Davis (d) Wade
Ans. b
112. The author of Dayabhaga was
 (a) Vijnaneshwara (b) Jimutavahana
 (c) Vashishtha (d) Narada
Ans. c
113. Under which Section of the Hindu Marriage Act, 1955, a Hindu marriage may be declared as void?
 (a) Section 9 (b) Section 10
 (c) Section 11 (d) Section 12
Ans. d
114. Section 16 of the Hindu Marriage Act, 1955 does not confer status of legitimacy to children born
 (a) out of a valid marriage
 (b) out of a voidable marriage
 (c) out of a void marriage
 (d) without marriage
Ans. d
115. Under the Hindu Adoption and Maintenance Act, 1956, a child to be adopted should not have, in the absence of a valid custom, completed the age of
 (a) 8 years (b) 10 years
 (c) 12 years (d) 15 years
Ans. d
116. After the Hindu Succession (Amendment) Act, 2005, the Mitakshara Hindu coparcenary does not include whom as its member?
 (a) Son (b) Married daughter
 (c) Adopted son (d) Daughter-in-law
Ans. a
117. A Hindu male is survived by an adopted son, an after-born natural son and his married daughter. His self-acquired property shall devolve upon
 (a) all the three equally
 (b) only to the two sons
 (c) only to the natural son and to the daughter
 (d) only to the natural son
Ans. d
118. A Hindu female is survived by a stepson, a married daughter and an illegitimate son. Her property shall devolve upon
 (a) all the three equally
 (b) only to the married daughter
 (c) her daughter and the stepson
 (d) her daughter and her illegitimate son
Ans. c

119. On partition of a Hindu coparcenary property, the person not entitled for a share is
 (a) an adopted son
 (b) a married daughter
 (c) an illegitimate son
 (d) widow of a coparcener
Ans. a
120. Stridhan does not include
 (a) the chastity of a female
 (b) presents given to her
 (c) property purchased by her
 (d) property inherited by her
Ans. d
121. The legal position of a Hindu Idol is of a-
 (a) Hindu major male
 (b) Hindu major female
 (c) Mahanta
 (d) Hindu minor
Ans. d
122. Among the sources of Muslim Law, the foremost is
 (a) Sunna (b) Ijma
 (c) Qiyas (d) Koran
Ans. b
123. The Sunni Law does not recognize
 (a) Sahi (valid) marriage
 (b) Muta (temporary) marriage
 (c) Fasid (irregular) marriage
 (d) Batil (void) marriage without
Ans. a
124. A Muslim dower is
 (a) valid (b) void
 (c) irregular (d) voidable
Ans. d
125. gift in favour of an unborn child is
 (a) valid (b) irregular
 (c) voidable (d) void
Ans. a
126. bequest may be made to a child in the womb provided it is born, from the date of the will, within
 (a) 6 months (b) 8 months
 (c) 9 months (d) 10 months
Ans. b
127. A Wakf cannot be created for
 (a) celebrating the birth of Ali Murtaza
 (b) construction of a church
 (c) maintenance of a Khanqah
 (d) construction of a bridge
Ans. d
128. The difference of ages between the acknowledger and the acknowledged child must be at least
 (a) 8 years (b) 10 years
 (c) 11 years (d) 12 $\frac{1}{2}$ years
Ans. c
129. The custody of a minor wife shall be with her
 (a) husband (b) father
 (c) mother (d) father-in-law
Ans. d
130. An illegitimate Shia Mohammedan dies intestate. His property will be inherited by
 (a) his mother (b) his father
 (c) his brother (d) None of them
Ans. c
130. A Shia Muslim, already having four wives, has contracted a fifth marriage. This fifth marriage is
 (a) valid (b) voidable
 (c) void (d) irregular
Ans. a
131. Match List-I with List-II and select the correct answer using the codes given below:
 List – I List – II
 A Feeding the Grant by Estoppel i Section 92
 B Doctrine of Subrogation ii Section 17
 C Doctrine of Accumulation iii Section 14
 D Rule against Perpetuity iv Section 43
 Codes:
 (a) a-4, b-1, c-2, d-3 (b) a-1, b-2, c-3, d-4
 (c) a-3, b-4, c-2, d-1 (d) a-4, b-2, c-1, d-3
Ans. c
132. The provision regarding the doctrine of 'Substituted Security' is contained under which of the following Sections of the Transfer of Property Act?
 (a) Section 74 (b) Section 75
 (c) Section 73 (d) Section 72
Ans. d
133. Consider the following statements regarding the distinction between 'lease' and licence:
 1. A lease can be assigned but a licence cannot be assigned
 2. Both lessee and licence holders can sue a trespasser in his own name.
 3. A lease is a transfer of an interest in land, whereas a licence does not create any interest in land.
 4. A lease cannot be revoked until the end of the term but a licence, subject to certain exceptions, can be revoked. Which of the above statements is/are correct?
 (a) 2, 3 and 4 (b) Only 4
 (c) 1 and 2 (d) 1, 3 and 4
Ans.

134. Writing and registration are not required in which one of the following mortgages?
 (a) Usufructuary mortgage
 (b) Mortgage by deposit of title deeds
 (c) Simple mortgage
 (d) English mortgage
Ans.
135. Which of the following does not constitute exception to the rule against perpetuity?
 (a) A fund is bequeathed to next seven generations
 (b) Where a property is transferred for the benefit of public
 (c) It does not apply to vested to interest
 (d) A lease with a covenant for renewal
Ans.
136. The literary meaning of lis pendens' is
 (a) a previous decision bars the subsequent filing of the suit
 (b) a suit under consideration of any court of law
 (c) an exception to doctrine of res judicata
 (d) None of the above
Ans.
137. Which one of the following Sections of the Transfer of Property Act provides for the competency to transfer any immovable property?
 (a) Section 17 (b) Section 6
 (c) Section 10 (d) Section 7
Ans.
138. Under which Section of the Transfer of Property Act, there is restriction for accumulation of property beyond a certain period?
 (a) Section 17 (b) Section 14
 (c) Section 20 (d) Section 25
Ans.
139. The principle of 'Marshalling and Contribution' is a principle under the law of the Transfer of Property Act which relates to the matter of
 (a) deposit (b) lease
 (c) security (d) gift
Ans.
140. Where a gift is made of a property, which is not in existence, which one of the following Sections of the Transfer of Property Act declares it void?
 (a) Section 124 (b) Section 125
 (c) Section 126 (d) Section 127
Ans.
141. The primary source of equity is
 (a) written law (b) conscience
 (c) custom (d) judicial decisions
Ans.
142. The statutory recognition of the principles of equity is not found in the
 (a) Indian Contract Act, 1872
 (b) Specific Relief Act, 1877
 (c) Sale of Goods Act, 1930
 (d) Indian Succession Act, 1925
Ans.
143. "Equity has three-fold jurisdiction exclusive, concurrent and auxiliary." This is said by
 (a) Maitland (b) Story
 (c) Austin (d) Roscoe Pound
Ans.
144. English rules of equity
 (a) have been substantially incorporated by the Indian legislature
 (b) have not at all been incorporated by the Indian legislature
 (c) have been wholly incorporated by the Indian legislature
 (d) have been partially incorporated by the Indian legislature
Ans.
145. A trust is extinguished in which of the following conditions?
 (a) When the trust, being revokable, is expressly revoked
 (b) When its purpose is completely fulfilled
 (c) When its purpose becomes unlawful
 (d) All of the above
Ans.
146. 'Breach of Trust' has been defined under which Section of the Indian Trust Act, 1882?
 (a) Section 2 (b) Section 3
 (c) Section 6 (d) Section 10
Ans.
147. Who among the following cannot create a trust?
 (a) A juristic person
 (b) A minor
 (c) An advocate
 (d) A person of 21 years of age
Ans.
148. Recovery of specific immovable property may be made under Section 5 of the Specific Relief Act according to the.
 (a) Law of Code of Civil Procedure
 (b) Law of Contract Act
 (c) Law of Transfer of Property Act
 (d) Law of Sale of Goods Act
Ans.
149. The general principle on which the perpetual injunctions could be granted is contained in
 (a) Section 39 (b) Section 36
 (c) Section 38 (d) Section 40
Ans.
150. The relief by the way of mandatory injunction is
 (a) discretionary (b) prohibitory
 (c) mandatory (d) None of the above
Ans.

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